U.S. Department of Justice eceived by NSD/FARA RegExhibit (Aito Registration Statement

Washington, DC 20530

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant		2. Registration Number		
Baker & Hostetler LLP		6966		
		0300		
3. Primary Address of Registrant				
1050 Connecticut Ave., N.W. Suite 1100, Washington	, DC 20036			
4. Name of Foreign Principal	5. Address of Foreign Principal			
4. Name of Foreign Principal Libya Asset Recovery & Management Office 5. Address of Foreign Principal Ras Hassan-Tripoli-Libya, P.O. Box 5502				
("LARMO")	Tripoli, Libya Arab Jamahiriya			
	LIBYA			
6. Country/Region Represented				
LIBYA				
7. Indicate whether the foreign principal is one of the followin	σ.			
Sovernment of a foreign country 1	0.			
Foreign political party				
☐ Foreign or domestic organization: If either, check o	ne of the following:			
Partnership				
☐ Corporation ☐	Voluntary group			
Association				
☐ Individual-State nationality				
8. If the foreign principal is a foreign government, state:				
 a) Branch or agency represented by the registrant LARMO 				
b) Name and title of official with whom registrant er	ngages			
MI. AMWAI ALII, FIESIGENE				

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:	
a) Name and title of official with whom registrant engages	
b) Aim, mission or objective of foreign political party	
0. If the foreign principal is not a foreign government or a foreign political party:	
a) State the nature of the business or activity of this foreign principal.	
b) Is this foreign principal:	
Supervised by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Controlled by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Financed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ No □
1. Explain fully all items answered "Yes" in Item 10(b).	
If the foreign principal is an organization and is not owned or controlled by a foreign government, f foreign principal, state who owns and controls it.	oreign political party or other

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Date	Printed Name	Signature
05/27/2021	Lee A. Casey	/s/Lee A. Casey
		-
		2002

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EXECUTION

Date /	Printed Name	Signature
5/27/21_	Lee A. Cask	Malledy

OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice Received by NSD/FARA RegExhibit Bito Registration Statement

Washington, DC 20530

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Baker & Hostetler LLP		2. Registration Number	
	ame of Foreign Principal bya Asset Recovery & Management Office ("LARMO")		
	Check App	propriate Box:	
4. x	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is	
5. 🗆	foreign principal has resulted from an exchange of corres	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.	
6. 🗆	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.		
7. W	hat is the date of the contract or agreement with the foreign	principal? 10/27/2020	
	escribe fully the nature and method of performance of the a	bove indicated agreement or understanding.	

Received by NSD/FARA Registration Unit 05/27/2021 3:04:14 PM 9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Please see above. 10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹. Yes 🗷 No \square If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. The registrant anticipates that contacts with U.S. government officials will be necessary with regard to the foreign principal's activities and bona fides. 11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? Yes No 🗷 If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Set forth below a general description of the registrant's activities, including political activities.

Purpose

Set forth below in the required detail the registrant's political activities.

Contact

Date

Method

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the foreign p	rincipal, or from any oth	prior to the obligation to register ³ for this foreign er source, for or in the interests of the foreign printion, or for disbursement, or otherwise?	
Yes [No ▼		
If yes, set for	rth below in the required	detail an account of such monies or things of val-	ue.
Date Receive	ed From Whom	Purpose	Amount/Thing of Value
		prior to the obligation to register ⁴ for this foreign activity on behalf of the foreign principal or tran	
Yes □	No ▼		
If yes, set fo	rth below in the required	l detail and separately an account of such monies,	including monies transmitted, if any.
Date	Recipient	Purpose	Amount

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such. Received by NSD/FARA Registration Unit 05/27/2021 3:04:14 PM

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Date	Printed Name	Signature
05/27/2021	Lee A. Casey	/s/Lee A. Casey

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EXECUTION

Date /	Printed Name	Signature
5/27/21_	Lee A. Cask	Malledy

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Appendix Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

As detailed in the attached engagement letter, Baker & Hostetler has been engaged since October, 2020, for services which come within the legal representation exception. In particular, Baker & Hostetler will represent LARMO "in connection with all claims, actions, and/or proceedings, arising from or relating to the misappropriation or dissipation of assets from Libya as a result of fraud, corrupt practices or otherwise, as well as claims to recover Libya's neglected assets." (Please note that Schedule A, annexed to the engagement letter, has not been provided as it does not alter the obligations or rights under the agreement, describes only "non-registrable" activities, and contains privileged and attorney work product information regarding specific investigative and litigation strategies to be pursued.)

However, certain activities are now required which will involve interaction with U.S. Government officials regarding the activities and bona fides of the foreign principal.

Engagement Agreement

This Engagement Agreement (this "Agreement") is made and agreed to as of October ___, 2020 between Libya Asset Recovery & Management Office ("LARMO") acting on behalf of the State of Libya and Baker & Hostetler LLP ("Baker"), as counsel to represent LARMO in LARMO's efforts to trace and recover assets misappropriated from Libya.

1. Scope of the Engagement: Conflict of Interest.

Baker shall represent LARMO in connection with all claims, actions, and/or proceedings, arising from or relating to the misappropriation or dissipation of assets from Libya as a result of fraud, corrupt practices or otherwise, as well as claims to recover Libya's neglected assets (the "Claims"), a subset of which LARMO (or its predecessors) has already commenced (the "Pre-Agreement Actions").

For purposes of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

LARMO

Libya Asset Recovery & Management Office

Libya

For the purposes of determining whether a conflict of interest exists, it is only LARMO that Baker will represent. As matters arise, Baker will run conflict checks for any adverse party and will inform you of any potential conflict of interest. If a conflict exists as against any target of the Claims, Baker will help LARMO engage conflict counsel.

2. Mandate to Assemble Appropriate Team.

Baker hereby has the mandate to assemble an appropriate team of professionals to assist in developing and bringing the Claims. Specifically, there will be a professional team comprised of consultants, accountants, and investigators (collectively "Other Consultants") and/or additional counsel ("Other Counsel") to assist in the prosecution of the Claims.

Baker shall present Other Consultants and Other Counsel (collectively, the "Professional Team") for approval to LARMO and, if necessary, any other entity from whom such approvals are necessary. During the course of this engagement, LARMO authorizes Baker to share all information and confidences with the Professional Team, subject to the execution of a confidentiality agreement. Once LARMO approves of a member of the Professional Team, LARMO will have the option (i) to enter into a separate agreement engaging that member or (ii) for Baker to engage that member, except in such instances where LARMO is required to directly engage such member of the Professional Team (such as a law firm). Any such additional agreements shall, at LARMO's sole option, designate Baker as project manager, and shall be governed by the compensation structure agreed to by LARMO and Baker.



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3. Phased Approach.

The engagement will include five phases, which are described in more detail in Schedule A, annexed hereto. Those five phases will include: (i) Initial Investigation; (ii) Assessment and Action Plan; (iii) Preliminary Actions, Discovery, Further Case Assessment and Pre-litigation; (iv) Further Actions and Litigation; (v) Enforcement Recovery, and Repatriation. LARMO and Baker will continue to consult throughout these phases to modify the phased approach, as needed. LARMO shall have the right to approve all steps in each phase, including budget, targets, and the composition of the Professional Team.

4. Professional Fees

LARMO has indicated that it is not in a position to pay legal fees at this time. As such, the parties agree that litigation funding is a desirable option.

This Agreement is subject to Baker, on LARMO's behalf, securing funding from a third-party (the "Funder") to pay for fees and expenses related to the pursuit of the Claims.

Baker will be paid by Funder, as a third-party payor. Funder shall not be Baker's client on this matter. Baker will take instructions concerning legal status and strategy concerning the Claims from LARMO and or any party designated to act on LARMO's behalf and Baker will only pursue LARMO's best interests in this matter. LARMO permits Baker to discuss all legal issues and facts with Funder. There shall be a common interest among LARMO and Funder, as well as other parties acting on LARMO's behalf. If at any time LARMO desires that Baker cease sharing information or confidences with Funder, LARMO will notify Baker in writing.

Baker will be paid a percentage of recoveries, and that amount shall be shared among the Funder, Baker and the Professional Team, as set forth in separate agreements. As we all learn more about the Claims and the anticipated recoveries during Phase 1, we would design a model setting out multiple levels of recoveries and allocations based on graduated percentages. This requires both Baker's and LARMO's agreement on such terms, and Baker's ability to obtain funding that comports with such a structure. LARMO understands that it may need to provide assurances to the Funder concerning the payment of recoveries to reimburse Funder and pay for contingency fees.

In reaching an agreement with Funder, LARMO and Baker agree that Baker will be paid: (i) by Funder, a percentage of its standard billing rates to be agreed to among Baker, LARMO and Funder. With respect to Funder; and (ii) a contingency fee agreed to among Baker, LARMO and Funder. With respect to the contingent fee, it is understood that Baker, Funder, LARMO and other members of the Professional Team will be sharing a portion of the proceeds of the Claims. As to the Pre-Professional Team will be sharing a portion of the proceeds of the Claims. As to the Pre-Agreement Actions, the parties may agree to a different compensation structure. LARMO, Agreement Actions, shall agree to appropriate funding and/or compensation (including



contingent fee, if any) for Baker's involvement in the Pre-Agreement Actions once the parties have been able to analyze the Pre-Agreement Actions.

Baker will send copies of all bills and all billing summaries directly to Funder and LARMO containing details of all tasks performed on LARMO's behalf, who performed the task, and how long the task took to complete. If LARMO has any concerns concerning Baker's billing methods, Baker will work closely with LARMO to come up with an alternative solution that is acceptable to Baker, LARMO, and Funder.

For the avoidance of doubt, Baker will be entitled to its contingency fee based upon the recovery of any benefit, financial or otherwise (such as assets, future considerations, etc.), realized by LARMO or its authorized designees, received as a proximate result of the efforts of Baker and others, including the Professional Team in developing, prosecuting, and/or otherwise working on the Claims. LARMO understands the possibility that certain of the Claims may be resolved in a manner such that the contingency fee stemming from that result shall be greater than if the Professional Team, including Baker, had been paid on an hourly basis. Nonetheless, LARMO agrees that the entire amount of the contingent portion of any such fees shall be due and earned regardless of the length of time expended by Baker and/or others on the Claims or any of them.

Although this Agreement is subject to a Funder's agreement to pay fees on LARMO's behalf, Baker holds both Funder and LARMO individually and collectively responsible for payment of Baker's fees and costs. Should Funder become delinquent regarding payment of Baker's fees, LARMO will be notified, and attempts will be made to seek payment from Funder, obtain alternative funding, assist in legal actions, etc.

The parties shall establish a mutually agreed upon vehicle for the payment of the contingency fee, such as a third-party escrow or paymaster (the "Payment Vehicle"). When monies from the Claims are realized, such monies shall be paid to the Payment Vehicle for appropriate distribution of funds to all parties in accordance with the written agreements of LARMO, Baker, the Funder, and other members of the Professional Team.

Dispute Resolution.

This agreement shall be interpreted in accordance with the laws of State of New York, United States of America without consideration for the conflicts of law provisions. New York law will govern any dispute concerning Baker's representation. In the event of any dispute in connection with Baker's fees in any amount between \$1,000 and \$50,000, New York law requires Baker to submit to final, binding arbitration if LARMO so elects. LARMO may also choose to have a mediator help to resolve any dispute. Both arbitration and mediation are forms of Alternative Dispute Resolution ("ADR"). ADR is usually more cost-efficient and faster than litigation.

Any other dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, including as related to the prosecution of the Claims, shall be



resolved by a confidential arbitration before a single arbitrator in accordance with the International Centre for Dispute Resolution ("ICDR") Rules as at present in force. The arbitrator shall be appointed by agreement of the parties; provided, that in the absence of agreement within thirty (30) days the appointing authority shall be the ICDR. The arbitration shall be conducted in the English language. The seat of the arbitration shall be New York. The arbitration shall be governed, substantively and procedurally, by New York law. Awards shall be reduced to writing and shall be final and binding on the Parties from the date they are made without the right of appeal, except where there is a serious irregularity. The Parties undertake to carry out the award without delay. Judgment upon the award may be entered in any court having jurisdiction over the party or its property.

Before resorting to arbitration, the parties will first attempt to resolve the dispute through negotiation, and then mediation, as follows:

- a. Written notice, containing a request to negotiate, shall be given by either party to the other. This notice shall be given and shall specify the issues in dispute, including terms of termination.
- Negotiations will commence and include at least one negotiation session attended by representatives with final decision-making authority. Negotiations shall continue for a period of no less than 60 days.
- c. If the parties do not resolve the dispute through negotiations, then the parties agree to attempt to resolve the dispute through mediation, to occur no later than 30 days after the end of the negotiation period. A mediator and/or mediation service will be agreed upon at the time mediation is sought.

Termination of Representation.

LARMO may elect to terminate Baker's representation for any reason. However, no termination of Baker's representation will relieve LARMO (or Funder on LARMO's behalf) of any obligation or responsibility for the payment for services, expenses, costs and disbursements performed or incurred prior to the date of termination.

Baker may withdraw from representation if it cannot obtain funding and/or the parties do not agree to compensation. In addition, Baker may withdraw from this representation if Baker's ability to comply with its legal and ethical obligations are compromised or if it is not being compensated pursuant to this and other compensation agreements it may have as detailed in Section 4. LARMO will not unreasonably withhold consent for Baker to withdraw under these circumstances.

Termination of Baker's representation, whether initiated by LARMO or Baker, shall be in writing.

LARMO is entitled to all work-product and client files held by Baker in connection with Baker's representation of LARMO, contingent on Baker having received full payment for services, expenses, costs and disbursements performed or incurred prior to the date of termination. To the extent that payment is due when the assets or funds recovered (if any) are insufficient to compensate Baker, the portion of Baker's fee that is contingent will be due only once such recovery has been obtained, unless the parties agree otherwise.

7. Security against Fees

As part of the agreement with Funder, Baker, LARMO, and other members of the Professional Team shall agree to maintain one or more escrow accounts which provides all parties with security for fees in the event of Termination as detailed in Section 6. Likewise, the same parties shall maintain an escrow for the benefit of LARMO to be used to protect LARMO's interests.

8. Consent to Jurisdiction and Waiver of Immunities.

To the extent that LARMO has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, LARMO hereby irrevocably waives, to the extent it may effectively do so, such immunity in respect of its obligations under this Agreement and, without limiting the generality of the foregoing shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and the State Immunity Act of 1978 of the United Kingdom to the giving of any relief or the issue of any process.

9. Authorization.

The parties hereby represent and warrant that they are duly authorized to enter into this agreement and all government and corporate authorizations and resolutions (the "Resolutions") have been obtained, and the persons executing this agreement for LARMO and for Baker are duly authorized to commit the parties to this agreement. LARMO shall provide the Resolutions to Baker as promptly as possible after the execution of this Agreement.

10. Entire Agreement.

This Agreement, along with the fully executed Confidentially Agreement dated October ___, 2020 and any future compensation agreement, constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to the Agreement, either written or oral. Any changes, alternations, modifications or amendments to the Agreement shall not be effective unless explicitly evidenced in writing and duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

byen Asset Recovery Offic

Libya Asset Recovery & Management Office

Ву

Name: Anwar Arif

Title: President

Baker & Hostetler LLP

By:

Name: Oren J. Warshavsky

Title: Partner